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AGREEMENT

BETWEEN

THE BETHLEHEM TOWNSHIP EDUCATION ASSOCIATION

AND THE

BETHLEHEM TOWNSHIP BOARD OF EDUCATION (Employer)

1985-1986

1986-1987

X July 1, 1985

June 30, 1987

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# PREAMBLE

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Board of Education of Bethlehem Township, RR Asbury, New Jersey, 08802, hereinafter called the "Board" and Bethlehem Township Education Association, hereinafter called the "Association."

The Association and the Board of Education of Bethlehem Township, Hunterdon County, New Jersey, do hereby agree that the welfare of the children of the school district is paramount in the operation of the Bethlehem Township School District and will be promoted in all the effective ways possible.

In its philosophy of education, the Board and the Association recognize that providing a quality education for the students of the Bethlehem Township School District is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the utility of facilities, and the application of professional/ethical processes in administration.

In consideration of the following mutual philosophy, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- A. Pursuant to the provisions of Chapter 123, Laws of 1974, the Board of Education, an Equal Opportunity Employer, hereby recognizes the Education Association as a majority representative and as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following personnel:

1. Certificated
2. Cafeteria
3. Secretarial

The following groups are excluded:

1. Superintendent of Schools
2. Secretary to the Superintendent
3. Administrative Personnel
4. Supervisory Personnel
5. Cafeteria Manager
6. Secretary of the Board
7. Assistant Secretary to the Board

- B. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.
- C. Any fringe benefits stated in the Agreement shall apply to full time employees and any professional employee who works twenty (20) hours or more a week.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment, provided such negotiations are requested by the Association's exclusive representative. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed after adoption by both the Board and the Association.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by a written document agreed to and signed by both parties.

ARTICLE 3  
GRIEVANCE PROCEDURE

A. Definition

1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

2. Aggrieved Person

An "aggrieved person" is the employee or employees or the Association making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important to both parties that grievances be processed as rapidly as possible, and in good faith, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The length of time specified may, however, be extended by mutual agreement.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, both parties should attempt to reduce the time limits set forth herein, so that the Grievance Procedure may be exhausted prior to the end of the school year or as soon as practicable thereafter.

## Grievance Procedure - continued

### 3. Level One - Building Principal

An employee with a grievance shall first discuss it with the building principal either directly or through the Association's designated representative, with the objective of resolving the matter informally.

If the aggrieved person is not satisfied with the discussion, the employee or the Association may within five (5) school days and if within thirty (30) calendar days of the action giving rise to the grievance, may set forth the grievance in writing to the building principal.

The written grievance shall state: (a) the grievant's name; (b) the date of the written grievance; and (c) the specific remedy sought by the grievant.

The building principal shall communicate his/her decision to the grievant in writing within five (5) school days of receipt of the written grievance.

### 4. Level Two - Superintendent

The grievant may appeal the building principal's decision to the superintendent. The appeal to the superintendent must be in writing and filed within five (5) school days of receipt of the building principal's written decision. If the superintendent is the building principal, the grievance may proceed to level three. The superintendent shall meet with the grievant and his/her representative within ten (10) school days to discuss the grievance. The superintendent shall issue a written decision concerning the grievance within five (5) school days after this meeting.

### 5. Level Three - Board of Education

The grievant may appeal the superintendent's decision to the Board of Education. The appeal to the Board of Education must be in writing and filed within five (5) school days of receipt of the superintendent's written decision.

The Board of Education, or its designated committee, shall meet with the grievant and his/her representatives within fifteen (15) school days to discuss the grievance. The Board shall issue a written decision concerning the grievance no later than five (5) school days after this meeting. The decision of the Board at this level is final insofar as the dispute relates to Board policies or administrative decisions.



## Grievance Procedure - continued

### 6. Level Four - Arbitration

If the grievant is not satisfied with the disposition of the grievance at the Board level, or if no decision has been rendered within five (5) school days of the Board meeting, the Association may submit the grievance arbitration if the dispute concerns the express written terms of the labor Agreement. A request for a list of arbitrators may be made either to the American Arbitration Association or the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the designated agency in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association, holding hearings promptly and shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issue submitted. The arbitrator may not amend or modify the provisions of this Agreement. The decision of the arbitrator shall be binding upon the parties.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

7. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive Grievance Procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in any strike. The Board accordingly agrees, during the period of this Agreement, that it will not lockout employees.

## Rights of Employees to Representation

### 1. Employee and Association

Any aggrieved employee may be represented at all stages of the Grievance Procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the Grievance Procedure.

## Grievance Procedure - continued

### 2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

### 3. Meetings and Hearings

All meetings and hearings under this Procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

### 4. Failure by the Board or its agents at any step of this Procedure to comply with time limits shall permit the grievant to proceed to the next step. Failure by the grievant to appeal a grievance to the next step within time limits shall be deemed to be waiver of further appeal of the decision.

### 5. All employees will continue under the direction of the supervisors regardless of the filing and processing of any grievance.

### 6. Whenever any member of the Association who has filed a grievance is mutually scheduled by the parties to participate during that individual's working hours in grievance proceedings, neither he/she nor his/her employee representative in the employ of the Board shall suffer loss of pay.

#### ARTICLE 4

#### EMPLOYEE RIGHTS

- A. The Board and the Association recognize their obligations under Chapter 123, P.L. 1974.
- B. Whenever any employee is required to appear before the Board, or any committee of the Board, concerning matters of employment, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during the meeting or interview. Payment of the employee's salary during suspension shall be at the discretion of the Board of Education.

## ARTICLE 5

### RIGHTS AND PRIVILEGES OF BOTH PARTIES

#### A. Information

The Board agrees to make available at reasonable hours all public information, pertinent to Board business, in order to assist the Association in processing any grievance or complaint and developing intelligent, accurate, informed and constructive programs.

#### B. Use of School Buildings

The Association and its representatives may be granted upon notification to the superintendent the privilege to use school buildings at all reasonable hours for proper Association meetings. The superintendent shall be notified in advance of the time and place and probable duration of all such meetings.

#### C. Use of School Equipment

The Board extends the following privilege to the Association:

The use of facilities and equipment, designated by the Board, when not otherwise in use. The Association is to pay for the reasonable cost of all materials and supplies incident to such use.

ARTICLE 6

SICK LEAVE

- A. The Board shall grant each regularly employed ten-month employee ten (10) accumulative sick leave days per year.
- B. The Board shall grant each regularly employed twelve-month employee twelve (12) accumulative sick leave days per year.
- C. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each contract year.

ARTICLE 7

PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger the health or safety of a normally healthy person.

## ARTICLE 8

### MEDICAL INSURANCE PROTECTION

To be eligible for medical insurance protection, an employee must be employed for a minimum of twenty (20) hours per week.

- A. The Board of Education shall pay all premiums for Blue Cross, Blue Shield, Rider J and Major Medical Insurance coverage under the New Jersey State Health Plan or comparable benefits<sup>1</sup> with another carrier, and the New Jersey Dental Service Plan subject to their policies and procedures, for the full twelve (12) month period (applicable during the summer months only to employees who plan on returning to employment with this school district in September of the following school year, otherwise for the term of the employee's contract) for each employee and each member of the employee's immediate family (spouse and eligible children) residing with him/her providing that the employee, and such family members, take all steps necessary to qualify themselves for such coverage.

The Board of Education shall pay all premiums for a prescription and vision-care plan as outlined in A above, except that employees covered by this Agreement will pay any rate increases for the prescription and vision-care plan for the 1981-82 school year by equal paycheck deductions.

Coverage to begin as soon as possible on/after July 1, 1981.

Rates have been established at:	RX Single	4.35
	Family	10.24
	Vision Single	5.14
	Family	16.46

- B. Dental Insurance coverage updated as per schedule B attached.

#### Footnote:

1. Should the question of comparability be in dispute, then that question shall be resolved, under the arbitration procedure contained in Article 3 #6 Level Four Arbitration, prior to initiating the change.

## ARTICLE 9

### MILEAGE

#### A. Mileage

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the current IRS rate of twenty and  $\frac{1}{2}$  (.205) cents per mile for all driving done between arrival of the first location at the beginning of their workday and subsequent locations until the end of their workday, provided, however, that if the distance from the employee's home to his/her first location or from the employee's last location to his/her base school, he/she shall be reimbursed for the difference at the current IRS rate of twenty and  $\frac{1}{2}$  (.205) cents per mile.



SCHEDULE B  
GROUP #7104

FEE BASIS: The following program is based upon the Usual, Customary and Reasonable Fee Concept.

Program	Co-Payment - Preventive and Diagnostic:	100%
	Remaining Basic Services:	70/30
	Prosthodontic Benefits:	50/50
	Orthodontic Benefits:	50/50

The maximum amount payable by NJDSP for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,000.00.

Orthodontic Benefits are subject to a \$1,000.00 maximum per case which is separate from the \$1,000.00 maximum mentioned above applicable to Basic and Prosthodontic Benefits.

<u>Monthly Rates</u>	<u>One Party</u>	<u>Two Party</u>	<u>Three Party</u>
Program	\$ 12.B0	\$ 22.BB	\$ 40.B2

The above rates are guaranteed for a one year contractual period.

<u>Monthly Rates</u>	<u>One Party</u>	<u>Two Party</u>	<u>Three Party</u>
Program	\$ 13.56	\$ 24.25	\$ 43.27

The above rates are guaranteed for a two year contractual period.

UNDERWRITING POLICY AND REQUIREMENTS

NJDSP's rates are valid for groups enrolling not later than July 1, 1982.

These rates are contingent upon the employer contributing the entire cost for all eligible employees and dependents with an enrollment of not less than 25 employees.

All present and future employees will become eligible for dental benefits on the first day of the month following two full months of continuous full time employment with a minimum of 20 hours per week, unless otherwise approved by NJDSP.

ARTICLE 10  
REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year, i.e.: September 1 through August 31 which is covered in whole or in part by this Agreement, said employee will be required to pay a representative fee to the Association for that membership. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative and said fee will not be used for partisan political or ideological activities or causes or applied toward the cost of benefits available only to members of the majority representatives.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fee and assessments charged by the Association to its own members, and the representation fee will not exceed 85% of that amount as the maximum presently allowed by law. The Association and Board of Education will adhere to any changes that would take place in the law.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from

## Representation Fee, C. Deduction and Transmission of Fee - continued

the salaries of such employees in accordance with paragraph 2 below the full amount of the representation fee and promptly will transmit the amount so deducted to the Association. The Association will certify to the Board prior to the start of each membership year that the amount of representation fee to be assessed does not exceed 85% of the dues, fees and assessments and provide the Board with a demand and return procedure.  
(ATTACHMENT A)

### 2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his/her employment previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

### 3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

### 4. Mechanics

Except as otherwise provided in this article, the mechanics for the deduction of the representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

Representation Fee, C. Deduction and Transmission of Fee - continued

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

# Local Association Demand and Return System (internal procedure required by law of local associations with a representation fee)

In compliance with Ch. 477, P.L. 1979, the Bethlehem Twp. Association (hereinafter the "Association"), adopts the following demand and return system.

## I. Definitions

A. "Board" means the three-member board established by Section 3 of Ch. 477, P.L. 1979.

B. "Days" means calendar days.

C. "Fiscal year" means September 1 through the following August 31.

D. "Member only benefits" means benefits financed through the regular membership dues, fees and assessments available to or benefiting only members of the Association, but does not mean governance meetings which may be attended only by members and other member only activities and functions which are necessary for the operation and institutional maintenance of the Association or the associations with which it is affiliated.

E. "Nonmember" means a nonmember of the Association who is required to pay a representation fee to the Association.

F. "Political activity" means:

1. the support of a candidate for public office, a political party, or a political action committee;
2. the determination or publicizing of an organizational preference for a candidate for public office or a political party;
3. efforts to enact, defeat, repeal or amend legislation which is only incidentally related to the terms and conditions of employment of the employees represented by this Association as the majority representative but does not mean lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented by the Association advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the board of education; and
4. contributions to charitable, religious or ideological causes only incidentally related to the terms and conditions of employment of the employees represented by the Association.

G. "Preliminary rebate" means the result of the following computation:

1. Not more than 30 days after the beginning of each fiscal year in which a representation fee agreement will be in effect, the Association shall determine the percentage of the combined budgets for such fiscal year of the Association and the associations with which it is affiliated that is allocated to be expended for political activity and member only benefits.

2. The regular membership dues, fees and assessments of the Association shall be multiplied by the percentage as determined in paragraph 1 above.

3. The amount, if any, by which the product as determined in paragraph 2 above exceeds the difference between the regular membership dues fees and assessments and the representation fee shall constitute the preliminary rebate. When used herein, the preliminary rebate means the rebate for the appropriate category of membership.

H. "Final rebate" means the result of the following computation: not more than 30 days after the end of each fiscal year in which a representation fee agreement was in effect, the Association shall perform the computation provided for in paragraph G above to determine the preliminary rebate, except that it shall use actual rather than allocated expenditures for the fiscal year in question.

I. "Regional Review Panel" means a panel consisting of one representative designated by the Association; one by the Hunterdon County Education Association; one by the New Jersey Education Association; and one by the National Education Association. The representative designated by the Association shall be chairperson of the Panel.

J. "Regular membership dues, and assessments of the Association" means the amount that a person is required to pay in order to become and remain a member in good standing of the Association, including any portion thereof that is paid to associations with which the Association is affiliated. If different amounts are charged for different categories of membership, the words mean the amount required for the category of membership for which the person who is required to pay the representation fee is eligible.

K. "Representation fee" means the fee which a person in the negotiating unit for which the Association is the majority representative who is not a member of the Association is required to pay for services rendered.

## II. Notification of Eligibility for Rebate

A. Not more than 60 days after the representation fee agreement becomes effective in any fiscal year, the Association shall post a notice which indicates:

1. whether there is any preliminary rebate and, if so, its amount; and
2. the steps to be taken by a nonmember in order to request a rebate.

B. The Association shall post the notice for a period of not less than 30 days in the same manner as it normally posts notices of interest to members of the negotiating unit or

otherwise shall make a good faith effort to communicate to nonmembers in the negotiating unit the contents of said notice. Steps likewise shall be taken by the Association to inform promptly any nonmember who first becomes subject to a representation fee agreement after the aforesaid posting or other communication of his or her rights in this regard.

### III. Request for Rebate

A. A nonmember may request a rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than 30 days after the nonmember first paid any portion of the representation fee or knew or reasonably should have known of his or her right to request a rebate, whichever is later.

B. The written statement shall include:

1. a statement by the nonmember that he or she is not a member of the Association;
2. whether the request for a rebate is based on expenditures for political activity and/or member only benefits; and
3. the name, address, and employment position of the nonmember.

C. If the written communication does not contain the above information, it shall be returned to the nonmember with appropriate instructions for resubmission. For purposes of timeliness, the date of the initial communication shall be determinative.

### IV. Acknowledgement of Request for Rebate

The Association shall send to each nonmember who requests a rebate, a written communication informing him or her that;

- a. the request for a rebate has been received;
- b. the amount of the preliminary rebate, if any, has been placed in an escrow account; and
- c. the final rebate to which he or she is entitled, if any, will be sent to him or her after the end of the fiscal year in question.

### V. Notification of Final Rebate

A. Not more than 30 days after the end of the fiscal year in question, the Association shall send to each nonmember who requested a rebate, a written communication which indicates:

1. whether there is a final rebate, and if so, a check for the appropriate amount shall be included;
2. the reason for any difference between the preliminary and final rebates; and
3. the steps to be taken by a nonmember in order to challenge the absence or amount of a final rebate.

B. Any final rebate paid to a nonmember who has paid a representation fee for less than an entire fiscal year shall be proportionately reduced.

### VI. Challenge to Final Rebate

A. A nonmember may challenge the absence or amount of a final rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than 10 days after the nonmember received a written communication from the Association pursuant to Section V above. The Association shall contact the nonmember who files such a challenge and attempt to dispose of it informally.

B. If the challenge is not disposed of to the satisfaction of the nonmember pursuant to paragraph A above, he or she may refer the challenge to the Regional Review Panel by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not later than 10 days after the nonmember sent a written communication to the Association challenging the final rebate. The Regional Review Panel shall take such steps as it deems appropriate to dispose of the challenge, provided that:

1. the nonmember and/or his or her representative shall have the right to submit written material and present oral argument to the Regional Review Panel; and
  2. the burden of demonstrating that no part of the unrebated representation fee was used for political activity or member only benefits shall be upon the Association.
- The Regional Review Panel may, at its option, consolidate two or more challenges into a single proceeding.

C. The Regional Review Panel shall render its decision not more than 30 days after the nonmember sent a written communication referring the challenge to it. Each nonmember who filed a timely challenge to the final rebate shall be sent a copy of the decision of the Regional Review Panel.

D. The Regional Review Panel may increase but not decrease the final rebate. If the Regional Review Panel increases the final rebate, each nonmember who filed a timely challenge to the final rebate shall be sent any additional amount to which he or she may be entitled.

E. If a nonmember is not satisfied with the decision of the Regional Review Panel, he or she may refer the challenge to the Board in accordance with the rules of the Board.

### VII. Compliance with Law

If any provision of this demand and return system is contrary to federal or state law, such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.

# NEW JERSEY EDUCATION ASSOCIATION

180 W. State St. □ P.O. Box 1211 □ Trenton, New Jersey 08607 □ Tel: (609) 599-4561

ARTICLE II

EMPLOYEE-ADMINISTRATION LIAISON

- A. The Association's Liaison Committee shall meet with the superintendent or his/her designee, at least once every calendar quarter during the year if requested by either party to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

ARTICLE 12  
PERSONNEL RECORDS

- A. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material.
- B. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof.
- C. In the event the employee refuses to review or sign the material, the Association representative will be called to verify said refusal in the presence of the employee. The Association representative and administrator shall sign the document in the presence of the employee and it will then be placed in the employee's personnel record.
- D. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the administrator or his/her designee and attached to the file copy.
- E. The employee shall have the right to review his/her personnel file, with the exception of preemployment materials, upon request at a time mutually agreed to by the employee and the administrator.



ARTICLE 13  
MISCELLANEOUS PROVISIONS

A. Policy

This Agreement constitutes policy for the term of said Agreement, and the parties shall carry out the commitments contained herein and give them full force and effect.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions shall continue in full force and effect.

C. Compliance Between Individual and Master Agreements

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to: Board Secretary  
Bethlehem Township Board of Education  
160 West Portal Road  
Asbury New Jersey 08802
2. If by the Board to: President of the Association  
Bethlehem Township Education Association  
160 West Portal Road  
Asbury NJ 08802

Article 13 Miscellaneous Provisions, continued

E. Salary Schedule

The salary of each member covered by this Agreement is set forth on the attached schedules.

F. Method of Payment

1. Summer Pay Plan

Each member may individually elect to have a percentage of his/her monthly salary deducted from his/her pay for the purpose of deposit in the Hunterdon County School Employees Federal Credit Union, as designated by the Teachers Association. These funds will be deposited monthly and shall then be subject to the rules and regulations of the Hunterdon County School Employees Federal Credit Union. The Board of Education shall have no further responsibility for these funds. Remittance of deposit to the Credit Union shall be no later than five (5) days following the last monthly pay period.

2. Final Pay

Ten (10) month employees shall receive their final checks and shall receive the pay schedule for the following year upon completion of their responsibilities and release by the principal.

ARTICLE 14

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1985, and shall continue in effect until June 30, 1987, subject to the Association's and the Board's right to negotiate an amended or successor agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. Copies of this Agreement, after it has been signed, shall be reproduced and the cost shared equally by the Board and the Association. These copies shall be presented to each employee now employed, hereafter employed, or considered for employment by the Board, during the term of this Agreement.

BETHLEHEM TOWNSHIP EDUCATION  
ASSOCIATION:

By \_\_\_\_\_  
President

By Nancy L. Miller  
Secretary

BETHLEHEM TOWNSHIP BOARD OF  
EDUCATION:

By Russell Whit Jr. 12/17/85  
President

By Ethel Hoppock 12/17/85  
Secretary

SUPPORT STAFF

SECRETARIES

CAFETERIA

ARTICLE 1  
EMPLOYMENT PROCEDURE

- A. All employees shall receive written notice of whether they will be retained by June 1 of each year. Such notice shall contain the salary or hourly rate which the employee is to receive, if known by that date.
- B. Placement on Salary Schedule

Each employee shall be placed on his/her proper position on the salary schedule.

ARTICLE 2

PROBATIONARY PERIOD

- A. All new employees shall be considered probationary for sixty (60) working days after which the employee may only be discharged or suspended for just cause.

ARTICLE 3  
WORK SCHEDULE

- A. Salaried secretaries are defined as those whose regular work schedule is a minimum of eight (8) hours per day.
- 8. Any secretary employed more than four (4) hours shall receive one-half ( $\frac{1}{2}$ ) hour for lunch.
- C. All employees employed more than four (4) hours shall receive two (2) coffee breaks of ten (10) minutes in length (one in the morning and one in the afternoon).
- D. All employees who work beyond eight (8) hours in any day shall receive overtime pay at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employee's standard rate of pay for all time worked in excess of eight (8) hours.
- E. Summer hours for secretaries shall be 9:00 a.m. to 3:30 p.m.
- F. On days when the school is closed for the entire school day, cafeteria employees are not required to work. However, in emergency situations, secretaries may be required to work.
- G. On days when the school is closed during the regular work day, the Board may require one secretary, on a rotating basis, to remain after student dismissal until the last bus returns.
- H. Cafeteria employees shall work and be compensated for 184 days. Any time worked in excess of six (6) hours per day shall be compensated at the hourly rate of :

	<u>1985-86</u>	<u>1986-87</u>
1 - 4 years	\$5.55	\$6.02
5 years or more	\$5.73	\$6.22

ARTICLE 4  
PAID HOLIDAYS

- A. Regularly scheduled twelve (12) month employees shall be entitled to the following holidays:

Labor Day  
Thanksgiving Day and the Day After  
Christmas Day  
New Year's Day  
Memorial Day  
Fourth of July

- B. All secretaries shall also receive two (2) days for attendance at the NJEA Convention pursuant to NJSA 18A:31-2.



ARTICLE 5

VACATIONS

- A. Regularly scheduled twelve (12) month employees shall receive:
  - 1) one (1) week's vacation up to and including the third (3rd) year of employment.
  - 2) two (2) weeks vacation from the 4th year up to and including the sixth (6th) year.
  - 3) three (3) weeks vacation as of the seventh (7th) year and thereafter.
- B. Vacations are to be scheduled by the building principal. In the event of a conflict in preferred vacation time, seniority in the district will be considered in scheduling.

ARTICLE 6  
LEAVES OF ABSENCE

- A. The Board shall grant maternity leave consistent with United States and New Jersey statutes and the decisions of New Jersey and United States Courts and other relevant agencies.
- B. Employee shall be entitled to a maximum of five (5) days when a death occurs in the immediate family. Immediate family is defined to include husband, wife, father, mother, son, daughter, husband's parents/grandparents, and wife's parents/grandparents. When individual circumstances are such that a close relative other than those defined as a member of the immediate family, should be considered as a member of the immediate family a special request may be granted by the superintendent.
- C. Employees shall be entitled to two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the principal shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section. During the term of this Agreement, only emergency personal days will be granted on the day immediately before and after a holiday. Unused personal days will be accumulated as sick leave days at the end of each year.
- D. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE 7

SALARIES

- A. Salary Schedule - Secretaries  
As provided in Schedule A.
- B. Salary Schedule - Cafeteria Employees  
As provided in Schedule B.

SCHEDULE A  
SECRETARIES SALARY SCHEDULE

<u>STEPS</u>	<u>1985-86</u>	<u>1986-87</u>
1	10,975	10,975
2	11,908	11,908
3	12,141	12,920
4	12,374	13,173
5	12,608	13,426
6	12,841	13,680
7	13,074	13,932
8	13,308	14,185
9	13,541	14,439
10		14,692

SCHEDULE B  
CAFETERIA EMPLOYEES SALARY SCHEDULE

<u>STEPS</u>	<u>1985-86</u>	<u>1986-87</u>
<u>1-4</u>	<u>6,127</u>	<u>6,648</u>
<u>5+</u>	<u>6,325</u>	<u>6,863</u>

TEACHERS

ARTICLE 1

TEACHER EMPLOYMENT

- A. Up to full credit on the Employee's Salary Schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment.

B. Placement on Salary Schedule

Each teacher shall be placed on the next step of the salary schedule as of the beginning of each school year. Any teacher employed prior to January 15 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. The Board reserves the right to withhold an increment as prescribed by statute.

C. Notification of Sick Leave Accumulation

Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

D. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30. In the event the Agreement is not adopted by the April 30 date, then no later than five (5) days after the adoption.

ARTICLE 2  
TEACHER WORK YEAR

A. In-School Work Year

The school calendar shall be established by the Board of Education upon the recommendation of the superintendent after his/her consultation with representatives of the Association. However, the Board and Association recognize that the established calendar may be altered due to inclement weather, or other cause, which necessitates the cancellation and rescheduling of school sessions.



### ARTICLE 3

#### TEACHING HOURS AND TEACHING LOAD

- A. Teachers are expected to devote to their assignment the time necessary to meet their responsibilities, and shall be required to sign in and sign out.
- B. The arrival and departure time for all teachers shall remain in accord with the established policy of the Board of Education.
- C. Teachers may leave the building, upon notification to the principal, during their scheduled duty-free lunch period.

D. Evening Meetings

Teachers may be required to attend no more than six (6) evening assignments or meetings each school year.

E. Faculty Meetings

Teachers may be required to stay after the end of the regular work day, without additional compensation, for the purpose of attending no more than two (2) one hour faculty/curriculum meetings per month

F. Teacher Plan Books

All teachers will maintain a plan book on a week-by-week basis, and submit the plan book to the building administrator on a weekly basis. Plan books will be turned in to the office at the end of the year and returned to the teacher prior to commencing of school in September.

G. Substitute Coverage

In those cases where substitutes are not available and regular teachers are used as substitutes during their preparation times, the teacher shall be paid at the rate of \$6.00 per hour. Payment for such coverage shall be made at the end of the school year.

## ARTICLE 4

### TEACHER ASSIGNMENT

#### A. Notification

##### 1. Date for Presently Employed Teachers

All teachers shall be given written notice of their tentative salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than April 30. A list of said tentative schedules and assignments shall be simultaneously supplied to the Association.

##### 2. Revisions

In the event of changes in schedules, class and/or subject assignments, building assignments, or room assignments are proposed after April 30, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly revised between the principal or his/her representative and the teacher affected and at his/her option a representative of the Association.

#### B. Vacancies

1. No later than May 1 of each school year the superintendent shall supply to the Association, and post in the office, a list of the known vacancies which are expected to occur during the following school year.
2. Teachers who desire a change in grade may file a written statement of such desire with the superintendent not later than May 5 of each school year. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.
3. If a vacancy arises during the school year, the Association shall be notified.

ARTICLE 5  
LEAVES OF ABSENCE

A. Types of Leave

Teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay for each school year:

1. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the principal for such personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. During the term of this Agreement, only emergency personal days will be granted on the day immediately before and after a holiday. Any personal days not used during the year will be credited towards the teachers' accumulated sick leave (not to exceed three (3) days per year).

2. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason.

B. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

C. Death in Family Leave

As per Board Policy.

D. Maternity Leave

Board shall grant maternity leave without pay to any tenured teacher upon written request and subject to the following stipulations and limitations:

1. Maternity leave shall commence on the date requested by the teacher. Such leave shall not exceed two (2) years. A teacher granted maternity leave will return to work at the beginning of the school year (September). The date of return will be determined at the time the leave is approved.

Leaves of Absence, D. Maternity Leave - continued

2. Maternity leave requires sixty (60) days prior notice to Board of Education.
3. Any teacher leaving after February 7 will be given full credit on the salary guide for that year when they return.

ARTICLE 6  
FRINGE BENEFITS

- A. To be eligible for fringe benefits, a teacher must be employed for a minimum of one-half teaching schedule.

B. Teacher Improvement Training

In line with the Board's policy of maintaining the best educational system possible within the means of the school community, and recognizing the need for continual educational advancement within the policy, the Board agrees to pay tuition charges for successful completion of enrichment or professional improvement courses taken by teachers upon prior notification and approval of the administration of subject material to be studied concurrent with their period of employment. Non approval of any courses applicable to the field of education is subject to grievance as outlined in grievance procedure. The following conditions must be followed:

1. To be eligible, a teacher must have received a second year contract and worked one day on same.

2. Reimbursement for Tuition

The amount is based on the graduate credit rate (not to exceed nine (9) credits) at Trenton State College as of July 1 of each contract year. The total amount for the 1985-86 school year is \$680.50.

3. The Board of Education shall agree to compensate teachers for expenses of workshops, seminars, conferences, and in-service training sessions not to exceed the cost of thirty-five (\$35.00) dollars per teacher, provided the teacher receives prior Board approval at which time the Board will prepare a voucher for the service. Services over thirty-five (\$35.00) dollars will be considered by the Board based on merit and prior approval.

## ARTICLE 7

### UNUSED SICK DAY BENEFITS

- A. This applies only to those teachers who have taught a minimum of eighteen (18) years in the Bethlehem Township School District.

#### STAGE I

Covers teachers who fulfill the basic requirement listed in the opening statement and have taught eighteen (18) to twenty (20) years in the district. Maximum number of sick days is 200. Fractional part used for benefit is 5-1. Maximum number of days that can be used based on the fractional part is 40. Payment is based on 85 per cent of the average of the teachers last three years salary times the fractional part used for benefit not to exceed the maximum. Payments under Stage I will be made over two years.

#### STAGE II

Covers teachers who fulfill the basic requirements listed in the opening statement and have taught twenty-one (21) to twenty-four (24) years in the district. Maximum number of sick days is 240. Fractional part used for benefit is 4-1. Maximum number of days that can be used based on the fractional part is 60. Payment is based on 85 per cent of the average of the teachers last three years salary times the fractional part used for benefit not to exceed the maximum. Payments under Stage II will be made over two years.

#### STAGE III

Covers teachers who fulfill the basic requirements listed in the opening statement and have taught twenty-five (25) to twenty-nine (29) years in the district. Maximum number of sick days is 290. Fractional part used for benefit is 3-1. Maximum number of days that can be used based on the fractional part is 97. Payment is based on 85 per cent of the average of the teachers last three years salary times the fractional part used for benefit not to exceed the maximum. Payments under Stage III will be made over three years.

#### STAGE IV

Covers teachers who fulfill the basic requirements listed in the opening statement and have taught thirty (30) or more years in the district. Maximum number of sick days is 300. Fractional part used for benefit is 2-1. Maximum number of days that can be used based on the fractional part is 150. Payment is based on 85 per cent of the average of the teachers last three years salary times the fractional part used for benefit not to exceed the maximum. Payments under Stage IV will be made over three years.

ARTICLE 8

SCHOOL CURRICULUM COMMITTEES

Teachers assigned and who have agreed to work on Curriculum Committees during the summer shall be paid a salary commensurate to the specific curriculum study undertaken and to be completed as designated by the Board of Education.

ARTICLE 9  
EVALUATION PROCEDURES

Frequency

- A. Non-tenured teachers shall be observed through classroom visitation by a certified supervisor at least three (3) times in each school year and tenured teachers at least one (1) time in each school year to be followed in each instance by a written evaluation report and by a conference between the teacher and his/her immediate supervisor. Each observation shall consist of at least a complete lesson.
- B. No more than one observation/classroom visitation required under A. above shall occur on the same day. No required observation/classroom visitation shall occur prior to the completion of the evaluation conference following the previous observation/classroom visitation.
- C. Evaluation conferences shall occur within ten (10) calendar days of the observation.

Open Evaluation

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

Copies of Evaluations

- A. A teacher shall be given a copy of any evaluation report prepared by his/her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

Reports

Evaluation reports shall be presented to each teacher in accordance with the following procedures:

- a. Such reports shall be issued in the name of the evaluator. The evaluator is the person who observed the teaching performance as required heretofore in this Article.
- b. Such reports shall be addressed to the teacher.



#### Evaluation Procedures, Reports - continued

- c. Such reports shall be written in narrative form and shall include, when pertinent:
  - (1) Strengths of the teacher as evidenced during the period since the previous report.
  - (2) Areas of improvement needed by the teacher as evidenced during the period since the previous report.
  - (3) Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

#### Final Evaluation

- A. The end-of-the-year evaluation of a teacher shall be determined by a compilation of the required evaluations as provided in this Article.

ARTICLE 10

EVALUATION OF STUDENTS

The teacher shall maintain the right and responsibility to determine grades based upon the professional judgment of available criteria pertinent to any given subject area or activity to which they are responsible and within the grading policy of the Bethlehem Township School District subject to consultation with the administrator.

SCHEDULE C  
SALARY GUIDE 1985-86

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>
1	12,220	12,660	13,600
2	13,235	13,715	14,735
3	14,160	14,670	15,760
4	15,180	15,730	16,905
5	16,320	16,910	18,170
6	17,660	18,100	19,365
7	18,715	19,210	20,395
8	19,815	20,250	21,420
9	20,440	20,865	22,015
10	20,950	21,365	22,495
11	21,630	22,040	22,940
12	22,565	23,155	24,120
13	23,695	24,320	25,350
14	24,485	25,140	26,230
15	25,195	25,880	27,040
16	26,280	26,965	28,125
17	27,365	28,045	29,210
18	28,455	29,130	30,290

Longevity Increment

1. Upon completion of 14 years in education, 10 years in the Bethlehem Township School District, teachers will receive \$950 annually in addition to their salary on the salary guide.
2. Upon completion of 20 years in education and 16 years in the Bethlehem Township School District, teachers will receive \$300 annually in addition to their salary and the \$950 longevity increment.

SCHEDULE D  
SALARY GUIDE 1986-87

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>
1	12,220	12,660	13,600
2	13,270	13,750	14,770
3	14,375	14,895	16,000
4	15,380	15,930	17,115
5	16,485	17,085	18,360
6	17,725	18,365	19,735
7	19,180	19,655	21,030
8	20,325	20,860	22,150
9	21,520	21,990	23,260
10	22,200	22,660	23,910
11	22,750	23,200	24,430
12	23,490	23,935	24,915
13	24,505	25,145	26,195
14	25,735	26,410	27,530
15	26,590	27,300	28,485
16	27,360	28,105	29,365
17	28,540	29,285	30,545
18	29,720	30,455	31,720
19	30,900	31,635	32,985

Longevity Increment

1. Upon completion of 14 years in education, 10 years in the Bethlehem Township School District, teachers will receive \$950 annually in addition to their salary on the salary guide.
2. Upon completion of 20 years in education and 16 years in the Bethlehem Township School District, teachers will receive \$300 annually in addition to their salary and the \$950 longevity increment.

MEMORANDUM

Movement on Salary Guide

As of July 1, 1983, individuals on the BA+15 shall have the opportunity to reach the MA column upon completion of a BA+30 credits. The following qualify: L. Walker, L. Farber, D. Elliott, E. Suarez, N. Pierro, C. Holcombe, M. Roll-Dixon, M. Martin, K. Brandt, D. Forik

\$18,500 Reopener

Both parties agree to meet and assess the impact of the minimum salary law.